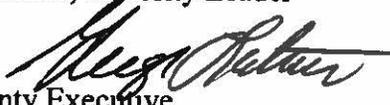


September 26, 2024

TO: Hon. Vedat Gashi, Chair
Hon. Jose Alvarado, Vice Chair
Hon. Tyrae Woodson-Samuels, Majority Leader
Hon. Margaret Cunzio, Minority Leader

FROM: George Latimer 
Westchester County Executive

RE: **Message Requesting Immediate Consideration: IMA with North Castle
– Easement to Install a Water Main on New King Street.**

This will confirm my request that the Board of Legislators allow submission of the referenced communication to be submitted to the Board of Legislators September 30, 2024 Agenda.

Transmitted herewith for your consideration is a proposed Act that, if approved by your Honorable Board, would authorize the County of Westchester (“County”) to enter into an inter-municipal agreement (“IMA”) with the Town of North Castle (“Town”) and acquire an easement from the Town.

Therefore, since this communication is of the utmost importance, it is respectfully submitted that the County Board of Legislators accepts this submission for September 30, 2024 “blue sheet” calendar.

Thank you for your prompt attention to this matter.



George Latimer
County Executive

September 13, 2024

Westchester County Board of Legislators
800 Michaelian Office Building
White Plains, New York 10601

Dear Honorable Members of the Board of Legislators:

Transmitted herewith for your consideration is a proposed Act that, if approved by your Honorable Board, would authorize the County of Westchester ("County") to enter into an inter-municipal agreement ("IMA") with the Town of North Castle ("Town") and acquire an easement from the Town to allow the County to install and maintain a water main on New King Street to address per- and polyfluoroalkyl substances ("PFAS") found in the wells of certain privately owned properties.

The County and the New York State Department of Environmental Conservation ("NYSDEC") previously entered into Consent Order 3-20180308-44 in connection with PFAS found in the Westchester County Airport ("Airport") groundwater. The Consent Order required characterization of PFAS contamination at the Airport as well as off-site, and remedial work to address it. Following testing, PFAS was found in the wells of certain privately owned properties located off-site on New King Street in the Town ("Private Parcels"). While the County has temporarily provided bottled water to the Private Parcels, the County desires to extend the Airport's water main through the Town's right-of-way on New King Street in order to provide a permanent source of potable water to the Private Parcels ("Project").

Pursuant to the proposed IMA, the County will be responsible for the design and construction of the Project and the Town will grant an easement to the County for the life of the Project bonds. The project is being financed by County bonds issued pursuant to Bond Act No. 122-2021 approved by your Honorable Board on June 28, 2021. The County has designed the Project, procured public bids, and awarded a contract for construction. Following final acceptance of the Project by the County, the Town will be responsible for all maintenance of the Project and related costs. Upon the satisfaction of all Project bonds, all of the County's right, title and interest in the Project will transfer to the Town, and all County obligations under the IMA will cease. The term of the IMA will be for a period of 40 years, commencing upon execution and terminating on the expiration of any County bonds issued in connection with the Project.

Office of the County Executive
Michaelian Office Building
148 Martine Avenue
White Plains, New York 10601

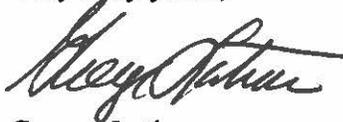
Telephone: (914)995-2900 E-mail: ceo@westchestergov.com



Pursuant to the IMA, the County and the Town will defend, indemnify and hold harmless each other, their officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees or loss arising directly out of their respective acts or omissions or those of third parties under their direction or control.

I believe that the proposed IMA is in the County's best interests, and I therefore urge approval of the attached Act.

Very truly yours,

A handwritten signature in black ink, appearing to read "George Latimer", written in a cursive style.

George Latimer
County Executive

GL/HJG/dlv
Attachment

**HONORABLE BOARD OF LEGISLATORS
THE COUNTY OF WESTCHESTER**

Your Committee is in receipt of a communication from the County Executive wherein he requests that your Honorable Board adopt an Act which, which, if adopted by your Honorable Board, would authorize the County of Westchester (the “County”) to enter into an inter-municipal agreement (“IMA”) with the Town of North Castle (“Town”) and acquire an easement from the Town to allow the County to install and maintain a water main on New King Street to address per- and polyfluoroalkyl substances (“PFAS”) found in the wells of certain privately owned properties.

Your Committee is advised that the County and the New York State Department of Environmental Conservation (“NYSDEC”) previously entered into Consent Order 3-20180308-44 in connection with PFAS found in the Westchester County Airport (“Airport”) groundwater. The Consent Order required characterization of PFAS contamination at the Airport as well as off-site, and remedial work to address it. Following testing, PFAS was found in the wells of certain privately owned properties located off-site on New King Street in the Town (“Private Parcels”). While the County has temporarily provided bottled water to the Private Parcels, the County desires to extend the Airport’s water main through the Town’s right-of-way on New King Street in order to provide a permanent source of potable water to the Private Parcels (“Project”).

Your Committee is advised that pursuant to the proposed IMA, the County will be responsible for the design and construction of the Project and the Town will grant an easement to the County for the life of the Project bonds. The project is being financed by County bonds issued pursuant to Bond Act No. 122-2021 approved by your Honorable Board on June 28, 2021. The County has designed the Project, procured public bids, and awarded a contract for construction. Following final acceptance of the Project by the County, the Town will be responsible for all maintenance of the Project and related costs. Upon the satisfaction of all Project bonds, all of the County’s right, title and interest in the Project will transfer to the Town, and all County obligations under the IMA will cease. The term of the IMA will be for a period of

40 years, commencing upon execution and terminating on the expiration of any County bonds issued in connection with the Project.

Pursuant to the IMA, the County and the Town shall defend, indemnify and hold harmless each other, their officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees or loss arising directly out of their respective acts or omissions or those of third parties under their direction or control.

As your Honorable Board is aware, no action may be taken with regard to the proposed legislation until the requirements of the State Environmental Quality Review Act and its implementing regulations, 6 NYCRR Part 617 ("SEQRA") have been met. The Planning Department advises that the proposed IMA is classified as a Type II action. Therefore, no further action is required by your Honorable Board. Your Committee has reviewed the annexed SEQRA memo and concurs with that conclusion.

Upon careful consideration, your Committee finds the proposed IMA to be in the County's best interest as it provides for a permanent source of safe drinking water, and therefore your Committee recommends approval of the proposed Act.

Dated: _____, 2024
White Plains, New York

COMMITTEE ON:

FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: A0097

NO FISCAL IMPACT PROJECTED

SECTION A - CAPITAL BUDGET IMPACT

To Be Completed by Budget

GENERAL FUND

AIRPORT FUND

SPECIAL DISTRICTS FUND

Source of County Funds (check one):

Current Appropriations

Capital Budget Amendment

IMA and temporary easement Town of North Castle in connection with A0097

SECTION B - BONDING AUTHORIZATIONS

To Be Completed by Finance

Total Principal

PPU

Anticipated Interest Rate

Anticipated Annual Cost (Principal and Interest):

Total Debt Service (Annual Cost x Term):

\$ -

Finance Department:

SECTION C - IMPACT ON OPERATING BUDGET (exclusive of debt service)

To Be Completed by Submitting Department and Reviewed by Budget

Potential Related Expenses (Annual): \$ -

Potential Related Revenues (Annual): \$ -

Anticipated savings to County and/or impact of department operations
(describe in detail for current and next four years):

SECTION D - EMPLOYMENT

As per federal guidelines, each \$92,000 of appropriation funds one FTE Job

Number of Full Time Equivalent (FTE) Jobs Funded:

n/a

Prepared by: Diane Vanadia

Title: Associate Budget Director

Department: Budget

Date: 9/11/24

Reviewed By: 

DJ 9/11/24
CD 9/10/24

Budget Director

Date: 9/12/24

FISCAL IMPACT STATEMENT

CAPITAL PROJECT #: A0116

NO FISCAL IMPACT PROJECTED

SECTION A - CAPITAL BUDGET IMPACT

To Be Completed by Budget

GENERAL FUND

AIRPORT FUND

SPECIAL DISTRICTS FUND

Source of County Funds (check one):

Current Appropriations

Capital Budget Amendment

IMA and Easement Town of North Castle in connection with A0116

SECTION B - BONDING AUTHORIZATIONS

To Be Completed by Finance

Total Principal

PPU

Anticipated Interest Rate

Anticipated Annual Cost (Principal and Interest):

Total Debt Service (Annual Cost x Term):

\$

-

Finance Department:

SECTION C - IMPACT ON OPERATING BUDGET (exclusive of debt service)

To Be Completed by Submitting Department and Reviewed by Budget

Potential Related Expenses (Annual):

\$

-

Potential Related Revenues (Annual):

\$

-

Anticipated savings to County and/or impact of department operations

(describe in detail for current and next four years):

SECTION D - EMPLOYMENT

As per federal guidelines, each \$92,000 of appropriation funds one FTE Job

Number of Full Time Equivalent (FTE) Jobs Funded:

n/a

Prepared by:

Diane Vanadia

Title:

Associate Budget Director

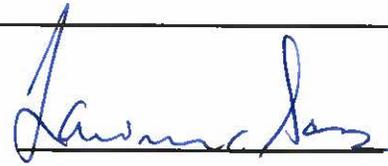
Department:

Budget

Date:

9/11/24

Reviewed By:



Budget Director

Date:

9/12/24

DV 9/11/24
CD 9/12/24

TO: David Vutera, Associate County Attorney
Department of Law

FROM: David S. Kvinge, AICP, RLA, CFM 
Assistant Commissioner

DATE: September 10, 2024

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR:
NEW KING STREET WATER MAIN, NORTH CASTLE**

PROJECT/ACTION: In connection with a New York State Department of Environmental Conservation Order on Consent, the County proposes to install and maintain a water main on New King Street in order to address per- and polyfluoroalkyl substances (“PFAS”) found in the wells of certain privately owned properties located in this area, which is adjacent to the Westchester County Airport. An intermunicipal agreement with the Town of North Castle, as well as a temporary easement from the Town, will be required in order to install the water line within the Town road. Pursuant to the agreement, ownership and maintenance of the water main will transfer to the Town and the easement will terminate following the satisfaction of the county bonds used to fund the project.

With respect to the State Environmental Quality Review Act and its implementing regulations 6 NYCRR Part 617, the Planning Department recommends that no environmental review is required because the project/action may be classified as a TYPE II action pursuant to section(s):

- **617.5(c)(13):** extension of utility distribution facilities, including gas, electric, telephone, cable, water and sewer connections to render service in approved subdivisions or in connection with any action on this list;
 - **617.5(c)(35):** civil or criminal enforcement proceedings, whether administrative or judicial, including a particular course of action specifically required to be undertaken pursuant to a judgment or order, or the exercise of prosecutorial discretion.
-

COMMENTS: This work is being done pursuant to DEC Case No.: CO 3-20180308-44. The project will be financed by County bonds issued pursuant to Bond Act No. 122-2021 (in connection with capital projects A0097 and A0116), which was approved by the Board of Legislators on June 28, 2021, along with a Negative Declaration (Resolution 123-2021), for improvements to the water supply infrastructure on County Airport property necessary to provide the water connection to New King Street.

DSK/cnm

cc: Andrew Ferris, Chief of Staff
Paula Friedman, Assistant to the County Executive
Tami Altschiller, Assistant Chief Deputy County Attorney
Brian Hegt, Assistant to the Commissioner, Dept. of Public Works & Transportation
Claudia Maxwell, Principal Environmental Planner

ACT NO.

– 2024

AN ACT authorizing the County of Westchester to enter into an inter-municipal agreement with the Town of North Castle and acquire an easement from the Town to allow the County to install and maintain a water main on New King Street to address per- and polyfluoroalkyl substances found in the wells of certain privately owned properties.

NOW, THEREFORE, BE IT ENACTED by the Board of Legislators of the County of Westchester as follows:

Section 1. The County of Westchester (“County”) is hereby authorized to enter into an inter-municipal agreement (“IMA”) with the Town of North Castle (“Town”) and acquire an easement from the Town to allow the County to install and maintain a water main on New King Street to address per- and polyfluoroalkyl substances (“PFAS”) found in the wells of certain privately owned properties (Private Parcels”).

§2. Pursuant to the IMA, the County shall be responsible for the design and construction of an extension of the water main from Westchester County Airport through the Town’s right-of-way on New King Street in order to provide a permanent source of potable water to the Private Parcels (“Project”). The Town shall grant an easement to the County for the life of the Project bonds. Following final acceptance of the Project by the County, the Town shall be responsible for all maintenance of the Project and related costs. Upon the satisfaction of all County bonds financing the Project, all of the County’s right, title and interest in the Project shall transfer to the Town, and all County obligations under the IMA shall cease.

§3. The term of the IMA shall be for a period of 40 years, commencing upon execution and terminating on the expiration of any County bonds issued in connection with the Project.

§4. Pursuant to the IMA, the County and the Town shall defend, indemnify and hold harmless each other, their officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees or loss arising directly out of their respective acts or omissions or those of third parties under their direction or control.

§5. The County Executive or his duly authorized designee, is hereby authorized to execute and deliver all instruments approved as to form and substance by the County Attorney as are necessary and appropriate to effectuate the purposes of this Local Law.

§6. This Act shall take effect immediately.

DRAFT 3-25-24

THIS INTERMUNICIPAL AGREEMENT made this ___ day of _____, 202_, by and between:

THE COUNTY OF WESTCHESTER, a municipal corporation of the State of New York, having an office and place of business in the Michaelian Office Building, 148 Martine Avenue, White Plains, New York 10601 (the “County”),

and

THE TOWN OF NORTH CASTLE, a municipal corporation of the State of New York, having an office and place of business at 15 Bedford Road, Armonk, New York 10504 (hereinafter the “Town”)

WHEREAS, the County and the New York State Department of Environmental Conservation have entered into Consent Order Index No. CO-3-20180308-44 (“Consent Order”) that requires characterization of PFOA and PFAS contamination at the Westchester County Airport (“Airport”) as well as off-site, and remedial work to address it; and

WHEREAS, PFOA and PFAS contamination has been found in the wells of certain privately owned properties located off-site on New King Street in the Town (“Private Parcels”); and

WHEREAS, while the County has temporarily provided bottled water to the Private Parcels, the County desires to extend the Airport’s water main through the Town’s right-of-way on New King Street (“Project Property”) in order to provide a permanent source of potable water to the Private Parcels (“Water Main”); and

WHEREAS, the County has designed the Water Main (“Project”), procured public bids for construction of the Project, awarded a contract for construction, and will finance the design and construction of the Project through the issuance of tax exempt general obligation bonds; and

WHEREAS, the parties recognize that the County requires a property interest in the Project Property being improved with County bonds, and the Town will grant the County a temporary easement in the Project Property so that the County may comply with the Local Finance Law; and

WHEREAS, once construction is complete, the County desires to transfer responsibility for all maintenance of the Water Main to the Town, and ultimately transfer title to the Water Main to the Town, subject to the terms herein provided; and

WHEREAS, the Town desires to assume said responsibility for all maintenance of the Water Main and ultimately accept the transfer of the Water Main; and

WHEREAS, the County and the Town desire to enter into an intermunicipal agreement (“Agreement”) to set forth the terms and conditions under which the parties will undertake construction and perform maintenance of the Project.

NOW THEREFORE, in consideration of the terms and conditions herein contained, the parties agree as follows:

1. **RECITALS**: The above recitals are hereby incorporated by reference into the body of this Agreement.

2. **COUNTY OBLIGATIONS**: a) The County has performed, or caused its consultants to perform, the work necessary to complete the design for the Project and has procured bids for construction of the Project by means of public competitive bidding pursuant to Section 103 of the General Municipal Law, in accordance with the plans, scope of work and budget attached hereto and made a part hereof as Schedule “A” (the “Work”). The County has awarded Contract No. 22-522 to Triumph Construction Corp. for completion of the Work. The County shall also construct the connection between each Private Parcel and the Water Main, at its own expense. Nothing herein shall create or be construed to create a third-party beneficiary relationship between the Town and the consultants or contractors hired by the County to carry out the Work, and the parties hereto expressly disclaim any intention to create such a relationship.

b) Once it receives applicable warranties and as-built drawings for the Work, the County shall transmit them to the Town.

c) The County shall notify the Town in writing following the County Board of Acquisition and Contract’s final acceptance of the Work. Commencing upon receipt of such notification, the Town

shall be responsible for all maintenance of the Water Main and all related costs.

d) It is anticipated that the County will issue bonds to finance the cost of the Project. The County shall use reasonable efforts to give the Town written notice on or about the date that the County's Project bonds are no longer outstanding. Upon the satisfaction of all Project bonds, all of the County's right, title and interest in the Water Main shall thereupon transfer to the Town, and all County obligations under this Agreement shall cease

3. **TOWN OBLIGATIONS:** a) The Town shall grant a temporary easement to the County through its right-of-way on the Project Property as shown in Schedule "B", attached hereto, to facilitate construction of the Project and to provide the necessary property interest for the County to finance same.

b) Upon receipt of written notice of final acceptance of the Work, the Town shall be responsible for all maintenance of the Water Main and all related costs.

c) Upon the satisfaction of all Project bonds, the Town acknowledges that all of the County's right, title and interest in the Water Main shall thereupon transfer to the Town, and all County obligations under this Agreement shall cease.

4. **TERM:** The term of this Agreement shall be for a period of forty (40) years, commencing upon execution of this Agreement by both parties and terminating on the latest date of the expiration of any County bonds issued in connection with the Project, unless terminated sooner in accordance with the provisions of this Agreement.

5. **COSTS:** The County shall pay all costs related to the design and construction of the Project. Under no circumstances or conditions, whether now existing or hereafter arising, or whether beyond the present contemplation of the parties, shall the County be expected or required to make any additional payment of any kind or be under any other obligation or liability hereunder in connection with the design or construction of the Project. Following the Town's receipt of written notice of final acceptance of the Work by the County, the Town shall be responsible for all maintenance of the Water Main and all related costs.

6. **SUBJECT TO COUNTY APPROPRIATIONS:** The parties recognize and acknowledge that the obligations of the County under this Agreement are subject to annual appropriations by its Board of Legislators pursuant to the Laws of Westchester County. Therefore, this Agreement shall be deemed executory only to the extent of the monies appropriated and available. The County shall have no liability under this Agreement beyond funds appropriated and available for payment pursuant to this Agreement. The parties understand and intend that the obligation of the County hereunder shall constitute a current expense of the County and shall not in any way be construed to be a debt of the County in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the County, nor shall anything contained in this Agreement constitute a pledge of the general tax revenues, funds or moneys of the County. The County shall pay amounts due under this Agreement exclusively from legally available funds appropriated for this purpose. The County shall retain the right, upon the occurrence of the adoption of any County Budget by its Board of Legislators during the term of this Agreement or any amendments thereto, and for a reasonable period of time after such adoption(s), to conduct an analysis of the impacts of any such County Budget on County finances. After such analysis, the County shall retain the right to either terminate this Agreement or to renegotiate the amounts and rates set forth herein.

7. **TERMINATION:** (a) The County, upon ten (10) days-notice to the Town, may terminate this Agreement in whole or in part when the County deems it to be in its best interest. .

(b) In the event the County determines that there has been a material breach by the Town of any of the terms of the Agreement and such breach remains uncured for forty-eight (48) hours after service on the Town of written notice thereof, the County, in addition to any other right or remedy it might have, may terminate this Agreement.

8. **MAINTENANCE OF RECORDS:** The County shall, at its sole cost and expense, keep, maintain, and preserve at its principal offices throughout the term of this Agreement, full and detailed books, accounts, and records pertaining to its performance pursuant to this Agreement. Such books, accounts and records will include, without limitation, all bills, invoices, payrolls and other data evidencing, or in any material way relating to, the direct and indirect costs and expenses incurred

in connection with the Project. The Town shall have the right to inspect and audit, at reasonable times and upon reasonable notice, any and all such books, accounts and records at the office or offices where they are then being kept, maintained and preserved. All of the provisions of this Section “8” will survive the expiration or other termination of this Agreement.

9. **REPRESENTATIONS, WARRANTIES AND GUARANTEES:** The Town expressly represents, warrants and guarantees to the County that:

(a) the execution and performance of this Agreement by the Town has been duly authorized by its governing board; and

(b) this Agreement, and any other documents required in connection herewith, when so delivered, will constitute legal, valid and binding obligations of the Town enforceable against the Town in accordance with their respective terms; and

(c) the Town will deliver to the County at the time of execution of this Agreement a resolution adopted by its governing board authorizing the execution of this Agreement, and any other documents required to be delivered by the Town; and

(d) the person signing this Agreement on behalf of the Town has full authority to bind the Town to all of the terms and conditions of this Agreement.

10. **INDEMNIFICATION:** The Town shall defend, indemnify and hold harmless the County, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees or loss arising directly out of the acts or omissions hereunder by the Town or third parties under the direction or control of the Town. The County shall defend, indemnify and hold harmless the Town, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees or loss arising directly out of the acts or omissions hereunder by the County or third parties under the direction or control of the County. This Section “10” shall survive the termination or expiration of this Agreement.

11. **ASSIGNMENT OF RIGHTS:** Neither party may assign any rights under this Agreement without the prior express written consent of the other party.

12. **ENTIRE AGREEMENT; AMENDMENT:** This Agreement, including without limitation, all schedules and attachments, constitute the entire Agreement between the parties and will

supersede all previous negotiations, commitments and writings. It will not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties, subject to any necessary legal approvals.

13. **COMPLIANCE WITH LAW:** The County and the Town will comply, each at their sole cost and expense, with all applicable federal, state and local laws, rules and regulations, ordinances and requirements affecting the conduct of their activities in connection with the performance of this Agreement herewith and, as applicable to the parties, as an employer.

14. **NOTICES:** All notices of any nature, requests, approvals and other communications which may be given by either party to the other under this Agreement will be in writing and sent by registered or certified mail postage pre-paid, or sent by hand or overnight courier or sent by facsimile (with acknowledgement received and a copy of the notice sent by overnight courier) to the respective addresses set forth below or to such other addresses as the respective parties hereto may designate in writing. Notice will be effective on the date of receipt:

To the County: Commissioner
 Department of Public Works and Transportation
 County of Westchester
 Michaelian Office Building, 5th Floor
 148 Martine Avenue
 White Plains, New York 10601

with a copy to: County Attorney
 Michaelian Office Building, 6th Floor
 148 Martine Avenue
 White Plains, New York 10601

To the Town: Town Supervisor
 15 Bedford Road
 Armonk, New York 10504

with a copy to: Town Attorney
 15 Bedford Road
 Armonk, New York 10504

15. **VALIDITY:** If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid or void or unenforceable, the remainder of the terms and

provisions of this Agreement will in no way be affected, impaired, or invalidated, and to the extent permitted by applicable law, any such term, or provision will be restricted in applicability or reformed to the minimum extent required for such to be enforceable. This provision will be interpreted and enforced to give effect to the original written intent of the parties prior to determination of such invalidity or unenforceability.

16. **APPROVALS:** It is hereby acknowledged that any request for any modification of the terms hereof which requires the consent of the parties will be subject to the receipt of any and all necessary legal approvals.

17. **EXECUTION:** This Agreement may be executed simultaneously in several identical copies, each of which will be an original and all of which will constitute but one and the same agreement.

18. **GOVERNING LAW:** This Agreement will be construed and enforced in accordance with the laws of the State of New York. In addition, the parties hereby agree that any cause of action arising out of this Agreement will be brought in the County of Westchester.

19. **NO WAIVER:** Failure of the Town to insist, in any one or more instances, upon strict performance of any term or condition herein contained will not be deemed a waiver or relinquishment for the future of such term or condition, but the same will remain in full force and effect.

20. **THIRD PARTIES:** Nothing herein is intended or will be construed to confer upon or give to any third party or its successors and assigns any rights, remedies or basis for reliance upon, under or by reason of this Agreement, except in the event that specific third party rights are expressly granted herein.

21. **ENFORCEMENT:** This Agreement shall not be enforceable until signed by all parties and approved by the Office of the County Attorney and Town Attorney.

22. **CAPTIONS:** The captions are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Agreement nor the intent of any provision thereof.

IN WITNESS WHEREOF, the County and the Town have caused this Agreement to be executed.

THE COUNTY OF WESTCHESTER

By: _____
Hugh J. Greechan, Jr., P.E.
Commissioner
Department of Public Works and
Transportation

TOWN OF NORTH CASTLE

By: _____
Town Supervisor

Approved by the Westchester County Board of Legislators by Act No. _____ at a meeting duly held on _____, 2024.

Approved by the Town of North Castle Town Board by Resolution No. _____ on _____, 2023.

Approved:

Approved:

Associate County Attorney
County of Westchester

Town Attorney
Town of New Castle

Vutera/DTR/125027/
IMA North Castle Water Main New King St. draft 3-25-24

TOWN ACKNOWLEDGMENT

STATE OF NEW YORK)
)ss.:
COUNTY OF WESTCHESTER)

On the ___ day of _____ in the year 20__ before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument; and, acknowledged if operating under any trade name, that the certificate required by the New York State General Business Law Section 130 has been filed as required therein.

Signature and Office of individual
taking acknowledgment

TOWN CERTIFICATE OF AUTHORITY

I, _____, certify that I am
(Officer other than officer signing contract)

the _____ of the _____
(Title) *(the "Municipality")*

a municipal corporation duly organized and in good standing under the _____

(Law under which organized, e.g., the New York Business Corporate Law)

named in the foregoing agreement; that _____
(Person executing agreement)

who signed said agreement on behalf of the Municipality was, at the time of execution

(Title of such person)

of the Municipality and that said agreement was duly signed for and on behalf of said Municipality by authority of its Board of _____, thereunto duly authorized and that such authority is in full force and effect at the date hereof.

(Signature)

STATE OF NEW YORK)
)ss.:
COUNTY OF WESTCHESTER)

On this _____ day of _____, 20 __, before me personally came _____, whose signature appears above, to me known, and known to me to be the _____ of _____, the Municipality described in and which executed the above certificate, who being by me duly sworn did depose and say that he/she, the said _____ of said Municipality resides at _____, and that he/she signed his/her name hereto by order of the Board of _____ of said Municipality.

Signature and Office of individual

taking acknowledgment

SCHEDULE "A"

PROJECT PLANS, SCOPE OF WORK AND BUDGET

[to be attached]

Backflow Preventer Replacements

Since WJWW is taking ownership of the portion of the existing 12 inch airport water main along the west side of the airport, the existing backflow preventer building at Tower Road is being replaced and a new backflow preventer along with water meter vault is being constructed. The new buildings are sized to house new RPZ's, water meters and check valves as required by WJWW. The new buildings, with communication conduits and fiber extended from existing facilities allow for monitoring and control.

New King Street Water Main Extension

New King Street is the location of four developed properties which currently rely on private wells for water supply. Recently these wells were found to have detections of perfluoroalkyl substances (PFAS) and Westchester County is providing them with a connection to a treated municipal water supply source. The nearest municipal water supply available is the Westchester County Airport's (WCA) internal water main which is in turn fed by Westchester Joint Waterworks (WJWW). This work includes the installation of approximately 2,600 linear feet of 12 inch water main and appurtenances along Airport Road to the northern end of New King Street.

This contract also includes water service piping up to and including a valve box located at the property line for each of the properties listed below.

- 1 & 3 New King Street
- 4 New King Street
- 10 New King Street
- 20 New King Street

Project Location:

1 New King Street and 3 New King Street, White Plains, New York 10604

Property Owner:

Thomas Fitzgibbons
Lordae LLC
tom@lordae.com

Project Description:

The project will involve site excavation, plumbing and electric to facilitate the installation of a new water service connection to the municipal water main in New King Street, including an exterior, heated enclosure housing the water meter and backflow prevention device. The work will terminate on site at a location adjacent to the existing electrical and water service infrastructure at the building. Final electrical and water connections to the building will be the responsibility of the property owner. The work is not expected to exceed 90 days. The work will be in accordance with current codes and industry practices, and disturbed areas will be repaved or reseeded as applicable.

Project Location:

4 New King Street and 10 New King Street, White Plains, New York 10604

Property Owner:

Mitch Benerofe
Benerofe Properties
mib@benerofes.com

Project Description:

The project will involve site excavation, plumbing and electric to facilitate the installation of a new water service connection to the municipal water main in New King Street, including an exterior, heated enclosure housing the water meter and backflow prevention device. The work will terminate on site at a location adjacent to the existing electrical and water service infrastructure at the building. Final electrical and water connections to the building will be the responsibility of the property owner. The work is not expected to exceed 90 days. The work will be in accordance with current codes and industry practices, and disturbed areas will be repaved or reseeded as applicable.

Contract 22-522 – Domestic Water Supply Improvements at Westchester County Airport

Project Location:

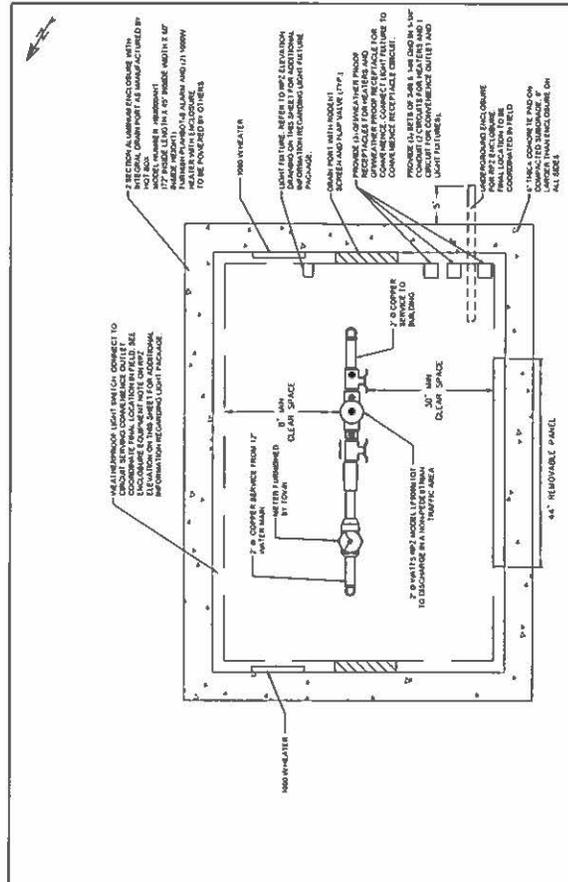
20 New King Street, White Plains, New York 10604

Property Owner:

Matt Greene
Safe Flight Instrument, LLC
mgreene@safeflight.com

Project Description:

The project will involve site excavation and plumbing to facilitate the installation of a new water service connection to the municipal water main in New King Street, including a new water meter in a sub-surface pit. The work will terminate on site at a location adjacent to the existing water service at the building. Final water connections to the building will be the responsibility of the property owner. Refer to the attachments for additional information. The work is not expected to exceed 90 days. The work will be in accordance with current codes and industry practices, and disturbed areas will be repaved or reseeded as applicable.



183 NEW KING STREET
RPZ PLAN
1/15



183 NEW KING STREET
RPZ ELEVATION
1/15

GENERAL NOTES:

- ALL PROPOSED INSTALLATIONS OF BACKFLOW PREVENTION DEVICES(S) TO BE UTILIZED ON ALL DOMESTIC WATER SERVICES FOR MAIN CONSUMPTION MUST BE LEAD-FREE IN COMPLIANCE WITH THE AMENDED SAFE DRINKING WATER ACT (SECTION 1417).
- THE DEPARTMENT OF HEALTH WILL ONLY ACCEPT THOSE BACKFLOW PREVENTION DEVICES/ASSEMBLIES WHICH ARE LISTED AND APPROVED BY THE DEPARTMENT OF HEALTH. THE LISTING INFORMATION FOR THESE DEVICES/ASSEMBLIES WHICH ARE LISTED AND APPROVED BY THE DEPARTMENT OF HEALTH IS AVAILABLE ON THE DEPARTMENT OF HEALTH WEBSITE. A BACKFLOW PREVENTION DEVICE MUST BE INSTALLED ON SUCH DEVICES/ASSEMBLIES.
- THE BACKFLOW PREVENTION DEVICES MUST BE INSTALLED A MINIMUM OF THIRTY (30) INCHES ABOVE THE FLOOR LEVEL ON EXISTING DEVICES (18) FROM THE FLOOR TO THE BOTTOM OF DISCHARGE PORT (WHICH IS CREATIVE) AT ALL TIMES. IT SHALL BE ENSURED THAT THERE IS ACCESS FOR SERVICING AND TESTING. ANY DEVICES INSTALLED AT CLEARANCES 5'-0" TO THE FLOOR MUST INCLUDE AN OVER-HEAD SAFETY POSITION FOR TEST PROCEDURES.
- A DEVICE CANNOT BE INSTALLED CLOSER THAN THIRTY-FOUR (34) INCHES FROM A CEILING OR ANY VERTICAL OBSTRUCTIONS.
- A MINIMUM OF TWELVE (12) INCHES CLEAR SPACE SHALL BE MAINTAINED ABOVE THE SHUT OFF VALVE.
- A MINIMUM OF THIRTY (30) INCHES IS REQUIRED IN FRONT OF THE BACKFLOW PREVENTOR. A MINIMUM OF THIRTY (30) INCHES IS REQUIRED BEHIND THE BACKFLOW PREVENTOR.
- VALVES MUST BE SITUATED ON BOTH SIDES OF THE BACKFLOW PREVENTION DEVICE. A STRAINER MUST BE PLACED ON THE FEED SIDE OF ALL DEVICES OTHER THAN FIRE SERVICES UTILIZING DOUBLE CHECK VALVES.
- ADEQUATE HEAT TO PREVENT FREEZING AND ADEQUATE LIGHT FOR TESTING AND MAINTENANCE WILL BE PROVIDED.
- EXISTING WELLS TO BE DECOMMISSIONED/ABANDONED UNDER SEPARATE APPLICATION FILED BY THE PROPERTY OWNER.
- THE CONTRACTOR IS RESPONSIBLE FOR DETERMINING THE EXISTING BUILDING PLUMBING SYSTEM WILL BE ADEQUATE TO SUPPORT THE NEW DEVICES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SUPPLYING THE TEST WATER SERVICE.
- CONNECTIONS TO BE FINISHED WITH DRAIN PIPES FOR FULL PORT BACKFLOW DISCHARGE, NOT ALLOWING WIND, DIRT, AND SMALL DEBRIS TO ENTER.

ELECTRICAL NOTES:

- ALL DIMENSIONS AND SPECIFICATIONS FOR BASE CONTRACT NUMBER 22-322 ARE APPLICABLE TO THIS PROJECT ON E-203.
- REFER TO ELECTRICAL DETAILS ON E-701 AND E-702.

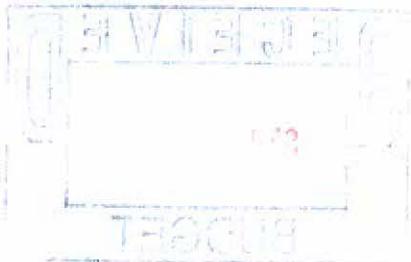
	CONSULTANT SEAL PROJECT COORDINATOR NAME: _____ SIGNATURE: _____ TITLE: _____	RECORD DRAWING CERTIFICATION AS BUILT - CHANGES AS NOTED AS BUILT - NO CHANGES CONTRACTOR NAME: _____ SIGNATURE: _____ TITLE: _____	WESTCHESTER COUNTY, NEW YORK DEPARTMENT OF PUBLIC WORKS AND TRANSPORTATION DIVISION OF ENGINEERING DOMESTIC WATER SYSTEM IMPROVEMENTS, WESTCHESTER COUNTY AIRPORT TOWNS OF HARRISON, NORTH CASTLE & VILLAGE OF THE BROOK #1 AND #3 NEW KING STREET BACKFLOW PREVENTION PLAN AND DETAILS
	REVISION NUMBER DATE MADE BY CHECKED BY IN CHARGE OF	DATE DATE DATE	SHEET NO. 1 OF 1 SCALE: AS SHOWN DATE: 4/7/2024 DPT FILE NO. 153

Bid Tabulation Sheet		Contract No.:		22-522	
Triumph Construction Corp.					
ITEM No.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT BID
A	Soil Erosion and Sediment Control	LS	1	\$ 100,000.00	\$ 100,000.00
B	Traffic Control	LS	1	\$ 200,000.00	\$ 200,000.00
C	Con Edison Fee Allowance	DC	1	\$ 50,000.00	\$ 50,000.00
D	Cement Lined Ductile Iron Water Main Pipe - 12" Diameter, Furnished and Installed	LF	5,900	\$ 400.00	\$ 2,360,000.00
E	Cement Lined Ductile Iron Water Main Pipe - 10" Diameter, Furnished and Installed	LF	45	\$ 300.00	\$ 13,500.00
F	Cement Lined Ductile Iron Water Main Pipe - 6" Diameter, Furnished and Installed	LF	90	\$ 150.00	\$ 13,500.00
G	Cement Lined Ductile Iron Water Main Pipe - 4" Diameter, Furnished and Installed	LF	320	\$ 100.00	\$ 32,000.00
H	Miscellaneous Water Min Fittings (Elbows, Bends, Fittings and Tees), Furnished and Installed	Pound	30,000	\$ 3.00	\$ 90,000.00
I	Inline Gate Valve - 12", Furnished and Installed	EA	33	\$ 5,000.00	\$ 165,000.00
J	Inline Gate Valve - 10", Furnished and Installed	EA	2	\$ 3,000.00	\$ 6,000.00
K	Inline Gate Valve - 6", Furnished and Installed	EA	12	\$ 2,000.00	\$ 24,000.00
L	Inline Gate Valve - 4", Furnished and Installed	EA	11	\$ 1,000.00	\$ 11,000.00
M	Insertion Valve (Live Shut Down) - 12", Furnished and Installed	EA	2	\$ 5,000.00	\$ 10,000.00
N	Fire Hydrant Assembly, Furnished and Installed	EA	12	\$ 5,000.00	\$ 60,000.00
O	Rock Removal and Disposal	CY	1,000	\$ 1.00	\$ 1,000.00
P	Temporary Asphalt Pavement	Ton	260	\$ 75.00	\$ 19,500.00
Q	Asphalt Top Course, Furnished and Placed	Ton	330	\$ 200.00	\$ 66,000.00
R	Asphalt Binder Course, Furnished and Placed	Ton	520	\$ 200.00	\$ 104,000.00
S	Pavement Sawcutting	LF	7,300	\$ 1.00	\$ 7,300.00
T	Sub-base Course, Furnished and Placed	CY	780	\$ 2.00	\$ 1,560.00
U	Select Fill, Furnished and Placed	CY	440	\$ 1.00	\$ 440.00
V	Bedding Sand, Furnish and Place	CY	970	\$ 1.00	\$ 970.00
W	Exploratory Excavation (Test Pits)	CY	170	\$ 300.00	\$ 51,000.00
X	Controlled Low Strength Material	CY	1,450	\$ 125.00	\$ 181,250.00
Y	Waste Transportation and Disposal	CY	2,800	\$ 35.00	\$ 98,000.00
Z	Crushed Stone, Furnished and Placed	CY	970	\$ 65.00	\$ 63,050.00
AA	Topsoil, Furnished and Placed	CY	90	\$ 75.00	\$ 6,750.00
BB	Grass Seed, Furnished and Placed	SY	800	\$ 15.00	\$ 12,000.00
CC	Culvert Replacement	LS	1	\$ 100,000.00	\$ 100,000.00
DD	Meter Vault, Furnish and Install	LS	1	\$ 600,000.00	\$ 600,000.00
EE	Tower Road Backflow Preventer Building	LS	1	\$ 1,000,000.00	\$ 1,000,000.00
FF	Airport Road Backflow Preventer Building	LS	1	\$ 1,000,000.00	\$ 1,000,000.00
GG	Groundwater Treatment and Disposal	LS	1	\$ 800,000.00	\$ 800,000.00
HH	MOBILIZATION (Must not exceed 2.00% of Subtotal Shown)	LS	1	\$ 130,000.00	\$ 130,000.00
II	CONTRACT BONDS AND INSURANCE (Must not exceed 3.00% of Subtotal Shown Above)	LS	1	\$ 200,000.00	\$ 200,000.00
W800	MISCELLANEOUS ADDITIONAL WORK	DC	1	\$ 1,000,000.00	\$ 1,000,000.00
W851	TESTING OF MATERIALS AND FIELD TESTING EQUIPMENT	DC	1	\$ 100,000.00	\$ 100,000.00
Total:					\$ 8,677,820.00

SCHEDULE "B"

PROJECT PROPERTY FOR EASEMENT

[to be attached]





N/F
AIRPORT CAMPUS I, II, III, IV & V

N/F
NEW KING HOLDING, LLC
CONTROL NO. 84840050 (PARCEL J)

N/F
SAFE FLIGHT INSTRUMENT CO.

N/F
SAFE FLIGHT INSTRUMENT CO.
CONTROL NO. 423120650

NEW KING STREET

NEW KING STREET

N/F
NEW KING STREET, LLC
CONTROL NO. 523583432

N/F
11 NEW KING ST. LLC
CONTROL NO. 462400611

LANDS OF
WESTCHESTER COUNTY AIRPORT

N/F
NEW KING HOLDING, LLC
CONTROL NO. 84840050 (PARCEL K)

N.Y.S. ROUTE 120
(A.K.A. PURCHASE STREET)
(A.K.A. S.A. 3276)

AIRPORT ROAD
(A.K.A. ROUTE 120)

- GENERAL NOTES
1. THE PURPOSE OF THIS MAP IS TO DEMONSTRATE THE PERIMETER BOUNDARY OF NEW KING STREET AS PLACED PER RECORD DEEDS AND SURVEYS PROVIDED BY OTHERS.
 2. SOLICITED EXISTING CONDITIONS SHOWN HEREON ARE PRELIMINARY COMPLETED JUNE 30, 2022.
 3. HORIZONTAL DATUM REFERENCES THE NEW YORK STATE PLAIN COORDINATE SYSTEM EAST ZONE (NAD83 2011) PROJECT HEREON REFERENCES TRUE NORTH AT 74.3070° WEST.
 4. PROPERTY LINE INFORMATION FOR THE WESTCHESTER COUNTY AIRPORT PARCEL PROVIDED BY D&B ARCHITECTS AND ENGINEERS, P.C.

CONTRACTORS ADVISED HEREON SHOWING THIS SURVEY WAS PREPARED IN ACCORDANCE WITH THE EXISTING CODE OF PRACTICE FOR LAND SURVEYS ADOPTED BY THE NEW YORK STATE ASSOCIATION OF PROFESSIONAL LAND SURVEYORS, INC. CONTRACTORS SHALL READ CAREFULLY TO THE PERSON FOR WHOM THIS SURVEY WAS PREPARED AND ON HIS BEHALF TO THE TITLE CO. AND LENDING INSTITUTION LISTED HEREON. CONTRACTORS ARE NOT RESPONSIBLE TO ANY OTHER INSTITUTIONS OR SUBSEQUENT OWNERS.

TERRY BERGERHOFF COLLINS
100 EAST HOOK ROAD
GREYSHIRE NEW YORK 10880
PH: 516-774-1451 F: 516-774-8458
WWW.TERRYBERGERHOFFCOLLINS.COM

SURVEYOR'S SEAL

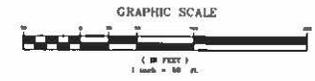


PERIMETER BOUNDARY SURVEY
PREPARED FOR
D&B ARCHITECTS AND ENGINEERS, P.C.

BEING
NEW KING STREET

DATE: MAY 16, 2022
TOWN OF NORTH CASTLE WESTCHESTER CO., N.Y.
SCALE: 1" = 50'

CONTRACTOR: © 2022 TERRY BERGERHOFF COLLINS, ALL RIGHTS RESERVED



REVISIONS		
DATE	DESCRIPTION	BY

THE INTENTION OF SURVEY MAPS BY ANYONE OTHER THAN THE ORIGINAL PREPARED IS MISLEADING, CONFUSING AND NOT IN THE BEST INTEREST OF THE PUBLIC. LICENSED LAND SURVEYORS SHALL NOT ALTER SURVEY MAPS, SURVEY PLANS OR SURVEY PLATS PREPARED BY OTHERS UNANNOUNCED IN WRITING OR ADDITION TO THIS SURVEY IS A VIOLATION OF SECTION 4 OF THE NEW YORK STATE EDUCATION LAW. THE LOCATION OF UNDERGROUND IMPROVEMENTS OR ENCROACHMENTS, IF ANY EXIST OR ARE SHOWN HEREON ARE NOT CERTIFIED. ALL CONVEYANCES HEREON ARE VALID FOR THIS MAP AND COPIES THEREOF ONLY IF SAID MAP OR COPIES BEAR THE IMPRESSED SEAL OF THE SURVEYOR WHOSE SIGNATURE APPEARS HEREON. THIS MAP MAY NOT BE USED IN CONNECTION WITH A "SURREY AFFIDAVIT" OR SIMILAR DOCUMENT, STATEMENT OR DECLARATION TO OBTAIN TITLE ACCORDANCE FOR ANY SUBSEQUENT OR FUTURE OWNERS.



52 Starr Ridge Road
Brewster NY 10509

Successor to Robert H. Bergendorff, James C. Edgett, William Alexander
www.TerryBergendorffCollins.com

T 845 279 4261
F 845 279 6838

OLA Consulting Engineers
New King Street
North Castle, New York
May 13, 2022
Job No. OLA – Westchester Airport
G:/Deeds/D&B/Westchester Airport/New King Street

All that certain plot, piece or parcel of land situate, lying and being in the Town of North Castle, County of Westchester and State of New York being more particularly described as follows:

Beginning at a point on the northerly line of lands of Westchester County Airport where the same is intersected by the southwesterly corner of lands now or formerly Safe Flight Instrument Co., as described in Control No. 423120658, and which point is the southeasterly corner of the parcel herein described; thence along the northerly the northerly line of lands of Westchester County Airport S $59^{\circ}24'40''$ W 61.07' to the easterly line of lands of Westchester County Airport; thence along the easterly line of lands of Westchester County Airport N $19^{\circ}49'28''$ W 383.38' to a point on a curve to the left; thence along said curve to the left having a radius of 1116.00', a central angle of $7^{\circ}55'00''$, a length of 154.20' and a chord of N $23^{\circ}46'58''$ W 154.08' to a point; thence partly along the easterly line of lands of Westchester County Airport and partly along the easterly line of lands 11 New King St. LLC, as described in Control No. 482600611 and Control No. 523563452, and partly along the easterly line of lands now or formerly New King Holdings, LLC, as described in Control No. 440400590, Parcel II, respectively, N $27^{\circ}44'28''$ W 698.96' to a point on a non-tangent curve to the right; thence along said curve to the right along the easterly line of lands now or formerly New King Holdings, LLC, as described in Control No. 440400590, Parcel II, having a radius of 1239.78', a central angle of $3^{\circ}55'10''$, a length of 84.81' and a chord of N $25^{\circ}47'14''$ W 84.79' to a point on a non-tangent curve to the left; thence continuing along the easterly line of lands now or formerly New King Holdings, LLC, as described in Control No. 440400590, Parcel II along said non-tangent curve to the left having a radius of 145.00', a central angle of $5^{\circ}34'42''$, a length of 14.12' and a chord of N $30^{\circ}05'41''$ W 14.11' to a point on the easterly line of "Lands of the People of the State of New York – Map 115 R-2, Parcel 181" as shown on filed map no. 15340 filed in the Westchester County Clerk's Office April 13, 1967; thence along the easterly line of lands as shown on said filed map no. 15340 N $19^{\circ}55'04''$ W 115.99' to a point on a non-tangent curve to the right on the westerly line of lands now or formerly Airport Campus I, II, III, IV & V; thence



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along the westerly line of lands now or formerly Airport Campus I, II, III, IV & V along said non-tangent curve to the right having a radius of 205.00', a central angle of 39°30'51", a length of 141.38' and a chord of S 46°35'14" E 138.59' to a point on a non-tangent curve to the left; thence along said non-tangent curve to the left along the westerly line of lands now or formerly New King Holding, LLC, as described in Control No. 440400590, Parcel I, having a radius of 1179.78', a central angle of 4°00'49", a length of 82.65' and a chord of S 25°44'25" E 82.63' to a point; thence partly along the westerly line of New King Holding, LLC, as described in Control No. 440400590, Parcel I and partly along the westerly line of lands now or formerly Safe Flight Instrument Co., as described in Control No. 423120658, S 27°44'28" E 698.96' to a point on a curve to the right; thence along said curve to the right along the westerly line of lands now or formerly Safe Flight Instrument Co., as described in Control No. 423120658, having a radius of 1176.00', a central angle of 7°55'00", a length of 162.49' and a chord of S 23°46'58" E 162.36' to a point; thence S 19°49'28" E 371.97' to the point and place of beginning. Containing within said bounds 1.934 acres more or less.